

SRENTAL

Terms and Conditions of Hire

1. DEFINITIONS

For the purposes of these terms and conditions, the following words shall have the following meaning assigned to them unless the context indicates otherwise:

- 1.1 "**The Act**" shall mean the Consumer Protection Act 68 of 2008;
- 1.2 "**Delivery Note**" shall mean the Equipment list provided by Stuff Rental and sales Stylists to the Hirer on or before collection or delivery of the Equipment;
- 1.3 "**Dry Hire**" shall mean the Services excluding the provision of any crewing, namely, the delivery, set-up operation and/or removal of the Equipment by SRental ;
- 1.4 "**Equipment**" shall mean the sound equipment, the staging equipment, the audio visual equipment, the lighting equipment and any and all ancillary equipment hired by the Hirer;
- 1.5 "**Hire**" shall mean the renting of Equipment by a Hirer from SRental;
- 1.6 "**Hirer**" shall mean the person, juristic or natural, contracting with SRental;
- 1.7 "**Services**" shall mean the Hire of Equipment and the provision of a sound crew as well as, where applicable, the delivery, set-up, operation and removal of the Equipment by SRental. Services shall include any other services specifically agreed to by SRental and the Hirer in writing; and
- 1.8 "**SRental**" shall mean Miju (Pty) Limited, a company registered in accordance with the laws of South Africa under registration number 2017/406217/07.

2. SECTION 49 OF THE ACT

In terms of Section 49 of the Act, the Hirer's is specifically referred to clauses 5.1, 5.5, 7.1, 9.3, 12.1, 12.3, 12.4, 13, 14 and 15.1 and Stuff Rental and Sales calls on the Hirer to read these clauses carefully.

3. ACCEPTANCE

- 3.1 SRental agrees to supply the Hirer with the Equipment and the Services, which Equipment and Services the Hirer hereby accepts, on the terms and conditions set out herein unless varied in writing and signed by a duly authorised representative of SRental.
- 3.2 Where SRental is unable to supply the Equipment specified in the Delivery Note or quotation, SRental will provide the Hirer with alternative comparable Equipment capable of satisfying the Hirer's request as recorded in the quotation.
- 3.3 The terms and conditions of SRental quotation, as accepted by the Hirer, and any terms on the Delivery Note shall supplement these Terms and Conditions of Hire, insofar as the quotation and / or the Delivery Note does not conflict with these Terms.

4. HIRE CHARGES AND PAYMENT

- 4.1 Subject to the Act, the Equipment and Services shall be supplied at the prices specified in a quotation issued by SRental to the Hirer.
- 4.2 The period during which hire charges shall apply shall be the period stated in the Delivery Note.
- 4.3 All hire charges and charges for services which are due to SRental shall be paid in full prior to the supply of the Equipment and the Services unless otherwise agreed in writing by SRental and the Hirer.
- 4.4 Payment is regarded as having being made only when the Hire charges and/or any other amounts due to SRental are reflected and cleared in SRental' account.
- 4.5 SRental shall be entitled to charge interest at the *mora* rate in terms of the Prescribed Rates of Interest Act, on all late payments and other amounts due by the Hirer hereunder.

5. DELIVERY, COLLECTION AND RISK

- 5.1 In cases of Dry Hire, all risk of loss, damage or destruction of the Equipment shall pass to the Hirer upon collection of the Equipment from SRental. In all other cases risk of loss, damage or destruction of the Equipment shall pass to the Hirer upon delivery.
- 5.2 Where the Services to be provided by SRental do not include the operation of the Equipment by SRental, SRental will, if required, demonstrate the manner of assembly and operation of the Equipment to the person collecting the Equipment or taking delivery of the Equipment, as the case may be. If any further instruction, assistance or guidance is required by the Hirer in regard to the assembly and operation of the Equipment, SRental reserves the right to charge a fee for the provision of such assistance, advice or guidance.
- 5.3 Prior to collection or delivery of the Equipment, SRental will control test the Equipment to confirm that it is in good working order and condition. The Hirer may, at its election and request, arrange for a representative to be present at the date and time of such testing.

- 5.4 SRental shall be entitled to search any vehicles used by the Hirer for collecting the Equipment before they enter or leave SRental' premises, and in addition, SRental shall be entitled to search any of the Hirer's personnel or any sub-contractor, representative or agent of the Hirer while on the premises. The Hirer undertakes to inform its personnel, subcontractors, representatives or agents of this clause.
- 5.5 In cases of Dry Hire, SRental reserves the right to inspect any vehicles which will be used for transporting the Equipment. Where such vehicles do not permit the transport of the Equipment in the protective racks in which that Equipment is supplied, or where the means of transport is reasonably likely to result in harm or damage to the Equipment, SRental reserves the right to withhold the Equipment from the Hirer, without penalty or liability and without limiting SRental' right to recover from the Hirer the full payment as set out in the quotation, until such time as alternative transport arrangements to the reasonable satisfaction of SRental are made.
- 5.6 Any Services which SRental is called upon by Hirer to provide and which are not listed in the Delivery Note may, at SRental election, incur additional costs. In such cases SRental will be entitled to charge the Hirer for such Services at a price to be agreed between the parties, alternatively at SRental' usual price for such Equipment and Services.
- 5.7 The Hirer shall not remove the Equipment from South Africa without SRental' prior written consent.
- 5.8 The Hirer will notify SRental as soon as reasonably possible in the event of any loss of possession or control of Equipment by the Hirer and in the event of any judicial attachment of any Equipment.

6. SUB-CONTRACTORS

SRental shall in its sole discretion and without the consent of the Hirer be entitled to employ sub-contractors to carry out any of SRental obligations in terms of these terms and conditions.

7. MAINTENANCE OF EQUIPMENT

- 7.1 The Hirer shall :
- 7.1.1 keep 'and maintain the Equipment in good order and repair at all times;
- 7.1.2 not use the Equipment for any purpose other than that for which It was designed to be used and hired; and
- 7.1.3 shall not alter or in any way tamper with the Equipment and shall only allow authorised representatives of SRental to repair, disassemble or modify the Equipment.
- 7.2 No person shall remove any Equipment from its designated protective rack without the prior agreement of SRental.

8. VENUE WHERE THE EQUIPMENT IS HELD

- 8.1 The Hirer shall inform SRental of the address of the premises where Equipment is to be used or held and, on request, shall provide SRental with the name and contact details of the owner of the premises.
- 8.2 SRental has the right to inform the owner of any such premises that Equipment held on the premises is owned by SRental and is not the property of the Hirer and SRental reserves the right to obtain a written acknowledgement from the owner of premises to this effect.

9. THEFT OF OR DAMAGE TO THE EQUIPMENT

- 9.1 The Hirer shall notify SRental as soon as reasonably possible of any loss of, damage to, theft of, failure in or other such harm to the Equipment.
- 9.2 Should the Equipment be lost, stolen or damaged in any way SRental shall be entitled, without prejudice to any other rights, to terminate this agreement.
- 9.3 The Hirer shall be responsible for any damage, harm, loss of, theft of or destruction of the Equipment during the period of Hire and shall make payment to SRental for the cost of replacement and / or repair to the Equipment on demand.
- 9.4 The Hirer shall not be responsible for any damage, harm, loss of, theft of or destruction of the Equipment during the periods of time during the period of Hire when the Equipment is under SRental control or possession unless such damage, harm, loss of, theft of or destruction of the Equipment is caused by maliciousness or negligence on the part of any third party, artist, public and/or the Hirer.
- 9.5 In the event that the Hirer identifies any damages or faults on the Equipment after delivery by SRental or collection from SRental, the Hirer will notify SRental of such damage or fault immediately and shall not use the Equipment until given permission to do so.

10. CESSION AND ASSIGNMENT

- 10.1 The Equipment is the property of SRental. The Hirer has no right, title or interest in and to the Equipment except that it is Hired to the Hirer.

- 10.2 The Hirer shall not cede, assign, make over or alienate its obligations or any of its rights granted herein without the prior consent of SRental, which consent shall not be unreasonably withheld.
- 10.3 The Hirer shall not sub-let or surrender the Equipment to any third party in any manner.

11. ACCESS TO EQUIPMENT

- 11.1 SRental reserves the right of access to the Equipment at all reasonable times for the duration of this agreement, either personally or through its appointed agents or representatives, for the purpose of inspecting or repairing or replacing any part or parts of the Equipment.
- 11.2 Should the Equipment be located on premises which are not owned by SRental, the Hirer undertakes to do all such things as may be necessary to enable SRental to obtain access to the Equipment.

12. EXCLUSION OF LIABILITY

- 12.1 In no event shall SRental be liable for any loss, damage or injury which may be sustained by the Hirer or any third party for any reason whatsoever and howsoever caused. In particular, SRental shall not be liable for damages arising from:
 - 12.1.1 failure to deliver Equipment timeously in circumstances where such failure arises from factors beyond SRental' control and where SRental has taken reasonable steps to inform the Hirer of the failure as soon as reasonably possible in the circumstances;
 - 12.1.2 lack of an electrical power source at the premises where the Services or the Equipment are employed if applicable;
 - 12.1.3 incompatibility of the Equipment with any third-party equipment or systems where compatibility was not specifically required by the Hirer and communicated to SRental;
 - 12.1.4 damage to the Equipment caused by the performing artist, members of the public, the Hirer, any sub-contractor of the Hirer and other persons not in the employ of SRental;
 - 12.1.5 confiscation of the Equipment by or delays in the performance of Services caused by government officials including police officers, customs officials and immigration officials;
 - 12.1.6 the inability of SRental or their sub-contractors to gain timeous entry into the premises where the Equipment is to be delivered or the Services provided;
 - 12.1.7 SRental' inability to perform under these terms and conditions due to contingencies beyond its reasonable control, including but not limited to acts of God, flood, wars, civil unrest, sabotage, hijackings, labour disputes or strikes or shortages, intermittent or disconnection of services and supply, government laws, ordinances, rules and regulations and accidents of any kind; or
 - 12.1.8 damage or injury, whether direct or indirect, of whatsoever nature to either person or property resulting from the use of the Equipment.
- 12.2 SRental may, in its sole and absolute discretion, terminate the Hire and Services on written notice to the Hirer on the happening of any of the events in clause 12.1.
- 12.3 Without seeking to limit the ambit of the Act, the Hirer hereby holds harmless and indemnifies SRental from all liabilities, costs and damages caused by or arising from SRental carrying out any of its obligations in terms of this agreement.
- 12.4 The liability of each of the Parties for damages suffered by any other party to these terms and conditions as a result of a breach of any of the provisions of these terms and conditions, shall be limited to direct damages only, and shall exclude any liability for indirect or consequential losses.

13. LEGISLATION AND REGULATION

The Hirer shall, in the utilisation of the Equipment in South Africa, conform with all legislation, regulations and laws in force in South Africa. SRental will not be liable for the Hirer's failure to comply with all relevant legislation.

14. BREACH

Where any payments owing by the Hirer to SRental are not received on or before the due date for payment, or where any other term of these terms and conditions is breached by the Hirer, and such breach is not remedied within three (3) business days of receipt by the Hirer of written notice to do so, then, in addition to any other rights it may have in law, SRental shall be entitled to cancel the Services and claim from the Hirer any damages or payments that may be due to it. All Equipment owned by SRental shall be returned to SRental on demand and the Hirer hereby unequivocally authorizes and empowers SRental to enter upon whatsoever premises, wheresoever situated, to so secure return of possession of the Equipment, all of which, in these circumstances, will be for the Hirer's account.

15. LEGAL COSTS AND JURISDICTION

- 15.1 The Hirer agrees that it shall be liable for all legal costs incurred by SRental, on the scale of an attorney and client, including collection commission and other charges, and/or any other damages suffered by SRental as a result of the breach by the Hirer of any of these terms and conditions.
- 15.2 SRental shall be entitled in its sole discretion, to institute legal proceedings against the Hirer arising from these terms and conditions at any Magistrate's Court having jurisdiction, notwithstanding that the value of the claim in dispute may exceed the jurisdiction of the Magistrate's Court.

16. CANCELLATION

- 16.1 SRental may cancel the contract or any uncompleted part of it if the Hirer:
- 16.1.1 commits a breach of any of the terms or conditions of the contract; or
 - 16.1.2 being an individual, dies or is provisionally or finally sequestered or surrenders his estate; or being a partnership, the partnership is terminated; or
 - 16.1.3 being a company, is placed under a provisional or final order of liquidation or judicial management; or compromises or attempts to compromise generally with any of the Hirer's creditors; or
 - 16.1.4 is left with no remedy consequent upon its contract with a third party being cancelled beyond its control.
- 16.2 SRental' rights in terms of 16.1 shall not be exhaustive and shall be in addition to its common law rights.
- 16.3 Failure by the Hirer to take delivery or collection of the Equipment or Services at the agreed time or at the agreed place will not relieve the Hirer of its obligations to SRental in terms of this agreement.

17. GENERAL

- 17.1 No relaxation which SRental may give at any time whatsoever in regard to the carrying out of any of the Hirer's obligations in terms of these terms and conditions, shall prejudice any of SRental' rights, or be regarded as a waiver of any of SRental' rights in terms of these terms and conditions nor shall it constitute a novation.
- 17.2 These terms and conditions shall be governed and interpreted in accordance with the Laws of the Republic of South Africa.
- 17.3 No warranty, representation, guarantee or undertaking implied or express and not contained in this agreement or reduced to writing and signed by both parties shall be binding upon SRental.
- 17.4 As its chosen *domicilium citandii et executandi*, SRental chooses the address which appears on the quotation form issued by SRental to the Hirer unless stated otherwise, and the Hirer chooses the address to which the Equipment is delivered alternatively the address to which the quotation is addressed.
- 17.5 The Hirer warrants that the person accepting delivery or taking collection of the Equipment from SRental and any person who signs SRental' quotation or Delivery Note and any person who negotiates with and gives instructions to SRental in regard to Services, Equipment, the acceptance of liability and the conclusion of agreements with SRental is a nominated and authorized representative.